



COUNTY OF LOS ANGELES

DEPARTMENT OF CORONER

1104 N. MISSION RD., LOS ANGELES, CALIFORNIA 90033



Anthony T. Hernandez
Director

Lakshmanan Sathyavagiswaran, MD
Chief Medical Examiner-Coroner

October 18, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#35 OCTOBER 18, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVE AN AGREEMENT WITH ONE LEGACY, INC. FOR ORGAN RECOVERY SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute an Organ Recovery Agreement with One Legacy, the federally designated organ procurement organization serving Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and instruct the Director, Department of Coroner and Chief Medical Examiner-Coroner to execute the Organ Recovery Agreement (Attachment I) between the Department of Coroner (DOC) and One Legacy, which memorializes the organ recovery procedures between the DOC and One Legacy to facilitate the recovery of viable organs in accordance with the Uniform Anatomical Gift Act (UAGA), and provides reimbursement rates for the cost to the DOC for medical, investigation and administrative staff time that facilitate One Legacy's timely organ recovery efforts, effective upon Board approval through June 30, 2012 with automatic renewals to extend for up to five (5) additional one-year periods, for a maximum term through June 30, 2017.
2. Delegate authority to the Director, Department of Coroner and Chief Medical Examiner-Coroner to execute applicable administrative amendments that annually adjust the reimbursement rates approved by the Auditor Controller.

Accreditations:

National Association of Medical Examiners
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

American Society of Crime Laboratory Directors/LAB
Peace Officer Standards and Training Certified

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, the Board authorizes the DOC to continue to facilitate organ recovery efforts performed by One Legacy on deaths under Coroner jurisdiction. The DOC may authorize organ procurement where such procurement does not interfere with cause and manner of death determination, evidence collection, or injury interpretation. One Legacy is responsible for obtaining a valid consent from the legal next of kin. Board approval will facilitate the recovery and placement of organs and other body parts from consenting donors by One Legacy for purposes of transplantation and research in conformance with the UAGA. The Agreement is structured to enable One Legacy to seek and obtain timely authorization from the DOC for the recovery of specific organs or other body parts from decedents under the jurisdiction of the Coroner. This Agreement is authorized under California Government Code Section §27491.44(e), and sets the cost reimbursement rates as approved by the Auditor Controller for the DOC's services to One Legacy in determining whether organ procurement will interfere with the Coroner's autopsy or inquiry into the cause and manner of death.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan:

Goal No. 1: Operational Effectiveness

Goal No. 2: Children, Family and Adult Well Being

Goal No. 4: Health and Mental Health

FISCAL IMPACT/FINANCING

The estimated recaptured cost is estimated to be approximately \$1,237 per One Legacy procurement request that requires a DOC Physician to be on-site at a hospital for the proposed procurement and \$79 for each One Legacy telephonic consultation with the DOC regarding a potential procurement. The funds will be placed in the DOC account.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code § 27491 *et seq.* the Chief Medical Examiner-Coroner is required to inquire into the circumstances, manner and cause of all violent, sudden, or unusual deaths. Pursuant to California Government Code Section §27491.44 (e) the DOC may enter into agreements with organ procurement organizations, such as One Legacy, to coordinate recovery procedures within the Coroner's jurisdiction.

CONTRACTING PROCESS

One Legacy is the only federally designated organ procurement organization serving Los Angeles County, and is required pursuant to the Uniform Anatomical Gift Act and federal law to facilitate the recovery and placement of organs and tissues from consenting donors for purposes of transplantation and research.

The Agreement, Exhibit I, has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

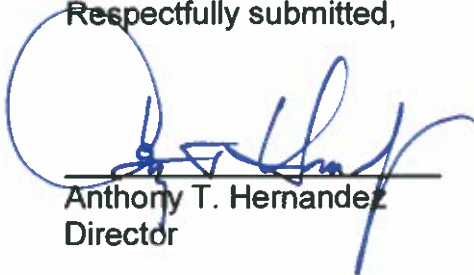
Approval of the recommended actions shall:

- a) Insure a balance between protecting the integrity of the Coroner's inquiry into a organ donor's cause and manner of death while increasing the supply of organs for potential recipients
- b) Allow for One Legacy's timely procurement of organs which are medically viable
- c) Support a "win-win" situation for the potential recipient and the Medical Examiner-Coroner's office by meeting the needs of the community as well as the criminal justice system.

Following Board approval, the Executive Officer-Clerk of the Board is requested to return one copy of the adopted Board letter and Agreement to:

Department of Coroner
Attention: Elizabeth Seung, Contracts Manager

Respectfully submitted,



Anthony T. Hernandez
Director



Lakshmanan Sathyavagiswaran, MD
Chief Medical Examiner-Coroner

ATH/LS/es

Attachment

c: Chief Executive Officer
County Counsel
Executive Office, Board of Supervisors

COORDINATION OF ORGAN RECOVERY PROCEDURES AGREEMENT

This Coordination of Organ Recovery Procedures Agreement is entered into this ____ day of ____, 20__ by and between One Legacy, Inc., a Transplant Donor Network and organ procurement organization ("One Legacy"), and the County of Los Angeles on behalf of its Department of Coroner ("Coroner"), referred to collectively hereafter as the "Parties."

RECITALS:

WHEREAS, One Legacy is the federally designated organ procurement organization serving Los Angeles County, and is required pursuant to the Uniform Anatomical Gift Act, ("UAGA") and Federal law to facilitate the recovery and placement of organs and tissues from consenting donors for purposes of transplantation, therapy, education, and research; and

WHEREAS, the Chief Medical Examiner-Coroner for Los Angeles County is required by Government Code § 27491 *et seq.* to inquire into the circumstances, manner, and cause of all violent, sudden, or unusual deaths within his jurisdiction; and

WHEREAS, the Chief Medical Examiner-Coroner may upon being informed of a death within his jurisdiction and finding it to fall into the classification of deaths requiring Coroner inquiry, may immediately proceed to where the body lies, examine the body, make identification, make inquiry into the circumstances, manner, and means of death, and, as circumstances warrant, either take custody of the body or release the body to the next of kin; and

WHEREAS, certain deaths coming within the Coroner's jurisdiction may be suitable for organ donation, and the Coroner may cooperate in the authorized removal and timely disposition of human organs and tissue from bodies of deceased persons, including victims of homicide, in accordance with law and accepted medical practice; and

WHEREAS, the Coroner may, pursuant to California Government Code §27491.44(e), enter into agreements with organ procurement organizations, such as One Legacy, to coordinate recovery procedures within the Coroner's jurisdiction;

WHEREAS, One Legacy and the Coroner now desire to enter into this Agreement setting forth the protocol which they agree to follow in order to implement the UAGA, and facilitate the appropriate and timely removal of human organs, as defined in Health and Safety Code §7184.5(e), from deceased persons;

NOW, THEREFORE, the Parties hereto agree as follows:

1. TERM:

The term of this Agreement shall commence upon the date of approval by the County of Los Angeles Board of Supervisors, as written above, and shall continue in full force and effect until June 30, 20___. This Agreement shall thereafter be automatically renewed for successive one (1) year terms, for a maximum of five (5) years, until June 30, 20___, without further action by the Parties hereto, unless sooner canceled or terminated as provided herein.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days prior written notice to the other party.

Notwithstanding any other provision of this Paragraph, the failure of One Legacy or its officers, agents, or employees to comply with the terms of this Agreement or any written instructions by or on behalf of the Coroner issued pursuant hereto shall constitute a material breach hereof, and this Agreement may be terminated immediately. The Coroner's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. PROTOCOL FOR RECOVERY OF INTERNAL ORGANS:

The Parties hereby agree to cooperate to facilitate the recovery of organs from decedents coming under the jurisdiction of the Coroner, while still ensuring the preservation of evidence necessary to determine the cause, manner, and other circumstances of the potential organ donor's death. In order to ensure such cooperation, this Protocol for Recovery of Internal Organs for Transplantation in County of Los Angeles Coroner Cases, ("Protocol") shall be followed.

To initiate the Protocol for the appropriate and timely recovery of organs, the following actions shall be taken by the Parties:

1. One Legacy shall request from the Chief Medical Examiner-Coroner or his designee permission to remove organs that constitute an anatomical gift from a decedent who died under circumstances that require an inquest by the Coroner. The Chief Medical Examiner-Coroner agrees that he or his designee shall be available by telephone to One Legacy 24 hours a day/7 days a week at the following telephone number: (323) 343-0711.
2. At the time of this request, One Legacy shall inform the Supervising Coroner Investigator of sufficient information on the medical and injury status of the deceased/potential donor to permit release and removal of the organs without undue prejudice to the Coroner's investigation of, or inquiry into, the cause of death. Relevant information about the deceased to be given to the Coroner by One Legacy at the time of the initial request for permission to recover internal organs shall include, but not be limited to:

- (A) Information identifying the deceased, which shall include, but not be limited to, full name, date of birth, last known address, the name, address and telephone number of legal next of kin, and the name and telephone number of the attending physician;
- (B) Name and telephone number of the One Legacy Procurement Transplant Coordinator ("PTC").
- (C) Date and time of the pronouncement of brain death.
- (D) Organs requested.
- (E) Organ donor number and hospital.
- (F) Apparent cause and manner of death.
- (G) A brief description of alleged circumstances surrounding the death to the extent they are known at the time.
- (H) The law enforcement agency and the name and telephone number of the investigating officer handling the case.
- (I) Any information that the decedent or other authorized person, as required by the UAGA, has consented to the donation of the requested organ(s).

The PTC shall complete the first two pages of the One Legacy "Coroner's Information Form." The completed One Legacy "Coroner's Information Form" and copies of the signed consent forms or a transcription of the audio-recorded consent are to be **"FAXED"** to the Coroner Investigations Division at 323-224-8579. One Legacy shall provide Coroner with documentation showing consent to the anatomical gift/organ procurement within five (5) calendar days of the organ procurement.

The PTC will call the Coroner Investigations Division at 323-343-0714 and confirm that the "Coroner's Information Form" and the documented consent for organ donation were received by the Supervising Coroner Investigator on duty. At this time, the PTC will give the Supervising Investigator his or her contact phone number in order to be contacted by the Coroner with the Coroner decision regarding organ donation.

If the on-site PTC encounters difficulties with obtaining Coroner permission for procurement in any potential organ donation case, he or she may contact the One Legacy Medical Examiner Liaison for assistance if necessary. The Medical Examiner Liaison may consult on the pending case with the Supervising Coroner Investigator and may request to further consult with the on-duty Coroner physician specialist. THE PTC SHALL NOT CONTACT ANY ON-DUTY CORONER PHYSICIAN SPECIALIST UNLESS SPECIFICALLY INSTRUCTED TO DO SO BY THE SUPERVISING CORONER INVESTIGATOR.

3. Responsibilities of the One Legacy staff requesting organ procurement permission from the Coroner:
 - A. For each such request there is to be a designated One Legacy Procurement Transplant Coordinator (PTC), familiar with all relevant facts of the case, who will continue to act as liaison with the Coroner throughout the handling of the case.
 - B. The PTC will begin the process of obtaining Coroner permission for organ donation after:
 1. The patient has been declared brain dead in accordance with the corresponding state law; and
 2. One Legacy has secured consent from the legal next of kin for organ donation as required by state law. One Legacy shall provide to Coroner proof of the existence of consent by the donor or any other person specified in the UAGA in the form of an audio tape recording of the conversation or a transcript of the recorded conversation or a signed written document which indicates the general intended use of the organ. Other acceptable forms of consent include:
 - (a). A dated and signed written consent by the donor or legal next-of-kin, including a signature by at least one witness.
 - (b). A telephonic recording by the donor or legal next-of-kin witnessed and signed by no less than two full time employees of One Legacy.
 - C. The PTC will notify the One Legacy Medical Examiner Liaison upon arrival at the hospital on a suspected child abuse case. These cases shall be immediately reported by the One Legacy Medical Examiner Liaison to the appropriate Supervising Coroner Investigator. Additionally, the One Legacy Medical Examiner Liaison shall engage the appropriate law enforcement agencies with jurisdiction over the potential criminal investigation and/or Department of Children and Family Services in reviewing the pending case, including but not limited to:
 1. Los Angeles Police Department, Juvenile Division, Abused Child Section (213) 485-4113.
 2. County of L.A. Sheriff's Department, Homicide Bureau (323) 890-5500.
 3. L.A. County Child Abuse Hotline (800) 540-4000.

D.. Consent on suspected child abuse cases:

1. The One Legacy PTC will first attempt to obtain consent from both parents if both parents are available to give written or recorded telephonic consent;

2. Under circumstances in which the One Legacy PTC is unable to contact both parents, such as parent may be imprisoned and unable to receive phone calls or the whereabouts of the other parent might not be known, the PTC shall attempt to obtain consent from the available, competent parent.

3. If law enforcement notifies One Legacy that the primary next-of-kin is in custody and unavailable, the One Legacy PTC will attempt to obtain consent for donation from the other, non-suspect parent, grandparent, or adult sibling, as required by the UAGA.

E. One Legacy shall take full body photographs prior to the organ procurement in order to depict the presence or absence of visible injuries. The photographs are intended to aid the Coroner in determining cause of death should the organ procurement be authorized. The photographs become the property of the Coroner and shall not be reproduced or released by One Legacy to anyone without the written consent of the Coroner. The photograph negatives or a CD disk shall be provided to the Coroner in all cases where photographs were requested.

F. Prior to the Coroner's decision regarding the requested organ removal, the One Legacy PTC shall deliver to the Coroner or his designee, the information gathered pursuant to One Legacy's duty under Health and Safety Code § 7184.5(b)(3)(A)-(D). This information shall include, but not be limited to: A review of the medical record to insure documentation of external injuries, fractures, and internal injuries; and, in cases of suspected child abuse, whether: (1) A child abuse consult was obtained; (2) A computerized axial tomographic scan or magnetic resonance image of the head was obtained; (3) A radiological skeletal survey was done; (4) The presence or absence of visible injury to the back of the scalp, ears, nose, and mouth, or retinal hemorrhage has been documented; (5) A coagulation screen report was in the deceased's records.

G. If, after receipt of the information that accompanies One Legacy's initial request, the Coroner determines that an autopsy is required and the Coroner determines that the removal of the organs will not interfere with the subsequent course of investigation or autopsy, then the Chief Medical-Examiner-Coroner or his designee may

permit the requested organ(s) to be procured by One Legacy. The autopsy will be performed following the removal of organs.

- H. If the Coroner approves organ procurement, then the PTC shall be responsible for the following steps:
 - a. The PTC shall notify the Supervising Coroner Investigator of any new or significant information concerning the prospective donor's medical condition or circumstances related to the donor's death.
 - b. The PTC will ensure that only the organs originally specified to Coroner by One Legacy are removed, and that all such organs are removed with as little disturbance to the remainder of the body as possible.
- I. If the Chief Medical Examiner-Coroner or his designee is considering withholding one or more organs of a potential donor, for any reason, including a lack of information regarding decedent injuries or manner or cause of death, then a designated Coroner physician specialist, upon the request of One Legacy, shall be present during the procedure to remove the organs. One Legacy shall attempt to perform the organ recovery procedure that requires the presence of a Coroner physician at the hospital between the hours of 6:00 a.m. and 10:00 p.m..
- J. During the procedure to remove organs, the Chief Medical Examiner-Coroner, or his designee, may request a biopsy of those organs or, in his or her discretion, deny removal of any or all of the organs.
- K. If the Chief Medical Examiner-Coroner, or his designee, denies removal of the organ(s), the designated Coroner representative may
 - 1. In the Coroner report, explain the reasons for the denial; and
 - 2. Provide the portion of the report with the written explanation to the One Legacy PTC.
- L. One Legacy shall, when the decedent's body is released after completion of the organ recovery, immediately notify the Supervising Coroner Investigator that the body is now available for transport and provide the following to the Coroner:

1. A copy of the decedent's medical records.
2. A photographic record of visible external injuries
3. Any film documenting abnormal findings.
4. All information recorded by One Legacy as part of the organ recovery protocol request, and
5. A sample of decedent's blood, if taken upon admission to hospital (and prior to any therapy with fluids or medication), and the date and time the sample was drawn that may be stored at the laboratory or blood bank.
6. Information regarding what, if any, preservation was used on the blood sample by the hospital.

M. One Legacy, upon the release of the decedent's body, shall ensure the delivery to the Coroner of a form completed by the physician and surgeon, technician, or team performing the organ recovery procedure and signed by the physician and surgeon that details:

1. Tests used to determine the suitability for transplantation of all organs.
2. Documentation of injuries and other abnormalities, if any, noted or occurring during the organ recovery procedure.
3. The date and time organ recovery was started.
4. Any other information on the state of the decedent's body or organs that the physician or surgeon, technician, or team believes may assist the Coroner in his or her investigation or inquiry.

N. One Legacy shall ensure that any person(s) performing work under this Agreement for One Legacy conform to the Coroner's rules and regulations. One Legacy staff shall not interfere with Coroner staff performing their duties as a result of One Legacy's failure to keep the Coroner apprised of the status of a particular Coroner case. Coroner law, rules and regulations shall take precedence in dispute resolution, except on those instances where actions/behaviors are governed by federal or State of California law. In the case of conflict or disputes regarding this Agreement shall be referred to the following representatives:

Department of Coroner:

REP NAME
Address
E-mail and phone

One Legacy:

REP NAME
Address
E-mail and phone

3. DEPARTMENT OF CORONER RESPONSIBILITIES:

- A. The Coroner agrees to perform any necessary consultation with 1.) law enforcement personnel as is possible and deemed appropriate by Coroner; 2.) One Legacy; or 3.) other medical professionals, and shall endeavor to complete such consultation within a time frame compatible with organ donation when practical.
- B. The Coroner agrees to communicate authorization for recovery to the One Legacy PTC within a time frame and a manner compatible with donation when practical.
- C. Some cases for organ procurement may fall under the One Legacy Organ Donation After Cardiac Death (DCD) Program. The goal of this program is to allow the Coroner to review a One Legacy request for potential organ procurement prior to the death of the patient. At the time of the initial request, One Legacy shall inform the Supervising Coroner Investigator that the request involves the DCD Program. The Coroner may not participate in One Legacy's DCD Program requests, at the sole discretion of the Coroner, for Coroner cases involving certain types of homicides that are difficult to investigate, including but not limited to, in-custody deaths, deaths of unidentified persons, pediatric deaths caused by suspected child abuse or neglect, and death caused by suspected elder abuse or neglect.

One Legacy shall provide the Supervising Coroner Investigator with all information required by Paragraph 2.2(A)-(I) of this Protocol Agreement. One Legacy shall deliver to the Coroner documentation of appropriate consent for organ procurement. One Legacy shall obtain appropriate written consent in conformance with both state and federal law to disclose medical information regarding the patient to the Coroner. After review of the appropriate documentation, the Chief Medical Examiner-Coroner or his designee may determine that the requested organ procurement will not interfere with the Coroner's investigation into the cause and manner of death. One Legacy shall then notify the Supervising Coroner Investigator of the declaration of death as per usual policy, obtain a case release number and inform the Supervising Coroner Investigator of the proposed time for recovery of organs. One

Legacy will also notify the Supervising Coroner Investigator regarding the actual time of death (asystole) when the patient is pronounced and obtain a Coroner case number at this time. (All usual procedures for reporting and investigation will be conducted as previously stated in this policy.). Actual and operative permission for organ procurement shall not be granted by the Chief Medical Examiner-Coroner or his designee prior to the pronouncement of death by the attending physician and notification of the death to Coroner by One Legacy as required by this Protocol.

- D. The Coroner will evaluate One Legacy's performance under this Agreement on a quarterly basis. Such evaluation will include assessing One Legacy's compliance with the terms and performance standards of this Agreement. The Coroner may report to the Board of Supervisors any deficiencies, which the Coroner determines severe or continuing which may place performance of this Agreement in jeopardy if not corrected. The report shall include improvement/corrective action measures taken by Coroner. Upon any failure by One Legacy to improve and comply with the corrective action measures, Coroner may terminate this Agreement.
- E. If the Chief Medical Examiner-Coroner or his designee is considering withholding one or more organs of a potential donor, for any reason, including a lack of information regarding decedent injuries or manner or cause of death, then a designated Coroner physician specialist, upon the request of One Legacy, shall be present during the procedure to remove the organs. One Legacy shall attempt to perform the organ recovery procedure that requires the presence of a Coroner physician at the hospital between the hours of 6:00 a.m. and 10:00 p.m..
- F. During the procedure to remove organs, the Chief Medical Examiner-Coroner, or his designee, may request a biopsy of those organs or, in his or her discretion, deny removal of any or all of the organs.
- G. If the Chief Medical Examiner-Coroner, or his designee, denies removal of the organ(s), the designated Coroner representative may
 - 1. In the Coroner report, explain the reasons for the denial; and
 - 2. Provide the portion of the report with the written explanation to the One Legacy PTC.

4. BILLING AND PAYMENT:

One Legacy shall reimburse the County of Los Angeles for all actual costs incurred as a result of its presence during the procedure to remove organs from a potential organ donor. One Legacy shall also reimburse the County of Los Angeles for all actual costs incurred by Coroner when evaluating a request by One Legacy to obtain authorization to proceed with the organ donation. Only requests, including Donation After Cardiac Death requests, that require Coroner personnel to spend more than 15 minutes evaluating the appropriateness of organ removal shall require reimbursement by One Legacy. Coroner activities that require reimbursement include, but are not limited to: reviewing CT-scans, reviewing X-rays, consulting with hospital attending physician, law enforcement, and One Legacy personnel, and traveling to the hospital.

The Coroner within 45 days of the organ procurement procedure shall submit an invoice to One Legacy itemizing the costs incurred by the Coroner. Payment by One Legacy shall be made within 30 days of the receipt of the Coroner's billing statement. One Legacy shall reimburse the Coroner using the rates incorporated into this Agreement and attached hereto as Exhibit A.

Each fiscal year, beginning July 1, 2012, the Coroner may annually and unilaterally amend this Agreement to update Exhibit A in order to reflect the current actual cost to the Coroner for services provided under this Agreement.

5. GOVERNING LAW:

This Agreement shall be governed by, and construed in accordance with, the law of the State of California. One Legacy agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action brought by One Legacy or on behalf of One Legacy which arises from this Agreement shall be exclusively in the courts of the State of California located in Los Angeles County, California.

6. ENTIRE AGREEMENT:

This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings, commitments and agreements of any kind. Except for the Coroner's authority under Paragraph 3 of this Agreement to annually and unilaterally amend this Agreement to update Exhibit A in order to reflect the current actual cost to the Coroner for services provided under this Agreement, no addition to, or alteration of, the terms of this Agreement, except as provided in this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

7. COMPLIANCE WITH APPLICABLE LAW:

One Legacy shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. One Legacy shall indemnify and hold harmless County and Coroner from and against any and all loss, damage, liability, or expense resulting from any violation of the part of One Legacy, its employees, agents, or subcontractors, of such federal, State, or local laws, regulations, guidelines, or directives.

8. INDEMNIFICATION:

One Legacy shall indemnify, defend, and hold harmless the County of Los Angeles and its special Districts, elected and appointed officials, employees, and agents from and against any and all liability, including but not limited to demands, claims, action, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with One Legacy's acts and/or omissions arising from and/or relating to the Protocol under this Agreement.

9. RECORD RETENTION:

One Legacy shall maintain accurate and complete records of all consents, activities and operations relating to this Agreement. All such material shall be maintained by One Legacy and shall be made available to the Coroner during the term of this Agreement and for a period of five (5) years thereafter unless the Coroner provides written permission to dispose of any such material prior to such time. All such material shall be provided to Coroner upon request. Upon failure by One Legacy to provide such material then, at Coroner's option, One Legacy shall pay the Coroner for travel, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material from its location.

10. NOTICES:

Notices shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Addresses and parties to be notified may be changed by providing at least ten (10) days prior written notice to the other party.

A. Notices to the Coroner shall be addressed as follows:

Department of Coroner
1104 N. Mission Road
Los Angeles, California 90033

Attn.: Chief Medical Examiner-Coroner
Attn: Director

B. Notices to One Legacy shall be address as follows:

Chief Executive Officer
221 S. Figueroa Street, Suite 500
Los Angeles, CA 90012

11. ASSIGNMENT AND DELEGATION: One Legacy shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County of Los Angeles. Any attempted assignment or delegation without such written consent shall be null and void.

12. AUTHORIZATION WARRANTY: One Legacy represents and warrants that the person executing this Agreement for One Legacy is an authorized agent who has actual authority to bind One Legacy to each and every term, condition, and obligation of this Agreement and that all requirements of this Agreement have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the Chief Medical Examiner-Coroner, and Director, Department of Coroner, and One Legacy, Inc. has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first written above.

COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER

By

Lakshmanan Sathyavagiswaran, MD
Chief Medical Examiner-Coroner

By

Anthony T. Hernandez
Director

ONE LEGACY, INC.

Signature

Print Name

Title

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By: _____
Senior Deputy County Counsel

**COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER
ORGAN RECOVERY AGREEMENT WITH
ONE LEGACY, INC.**

**EXHIBIT A
REIMBURSEMENT- COST RECOVERY RATE**

In accordance with Coordination of Organ Recovery Procedures Agreement Paragraph 4. *Billing and Payment*, One Legacy Inc. shall reimburse the County of Los Angeles for all actual costs for services provided by the Department of Coroner under this Agreement. The reimbursement time shall be billed to One Legacy on a per case basis as follows:

- | | | |
|----|--|---------------------|
| A. | Organ Procurement (for any Physician required to be on-site at a hospital) | * \$1,237/ per case |
| B. | Organ Procurement Consultation & Approval (for any telephonic Consultations) | *\$79/per case |

* During the term of this Agreement, beginning of each fiscal year (July 1), the County of Los Angeles, Department of Coroner may unilaterally amend this rate to reflect current actual cost for services provided herein.